Cape Ann Transportation Authority

INVITATION FOR BID (IFB)

BUS LINE INSPECTION SERVICES

IFB 2024-09

October 4, 2024

INVITATION TO BID

THE CAPE ANN TRANSPORTATION AUTHORITY

INVITES BIDS FOR

BUS LINE INSPECTION SERVICES

The Cape Ann Transportation Authority will receive bids for **BUS LINE INSPECTION SERVICES** until **Friday, November 1, 2024 at 11:00am** at the office of the Cape Ann Transportation Authority, Administration and Operations Center, 3 Pond Road, Gloucester, MA 01930, at which time the bids will be publicly opened and read aloud.

A copy of the bid forms to be used can be obtained by email starting on **Friday, October 4 2024.** Please email a request for the documents to Eddie Marques at marquese@canntran.com . Bid forms can also be obtained at CATA's offices at 3 Pond Road, Gloucester or by calling 978-283-1886.

The procurement is being financed in part with funds from the U.S. D.O.T., Federal Transit Administration and is subject to the terms and conditions of the contract for financial assistance. Disadvantaged Business Enterprise firms are encouraged to respond.

INTRODUCTION

The Cape Ann Transportation Authority (CATA) is a political subdivision of the Commonwealth, created in 1974 by Chapter 161B of the Massachusetts General Laws. The Authority is given general responsibility to develop, finance, and contract for the operation of mass transportation facilities and services within its territory. The Authority Advisory Board is comprised of five member communities, including Gloucester, Rockport, Ipswich, Essex, and Hamilton, as well as a representative of the disabled commuter population and a rider community representative. The day-to-day affairs of the Authority are managed by an Administrator.

CATA oversees operations both fixed route and demand response transit services. Year-round fixed route service is provided in Gloucester and Rockport. Additional fixed route service is provided during the summer season in Gloucester, Rockport, Ipswich, and Essex. Year-round demand response service is provided to all five communities. Complementary ADA Paratransit service is presently provided where fixed route transit service is provided. All CATA vehicles are wheelchair accessible and comply with the Americans with Disabilities Act (ADA).

CATA is funded with federal, state and local subsidies, as well as farebox and other revenue sources. CATA is required to comply with the mandates of the Americans with Disabilities Act (ADA), Federal Transit Administration (FTA), and Massachusetts Department of Transportation (MassDOT) funding rules and regulations, as well as those of other federal, state, and local funding entities, as are the entities with which CATA contracts. CATA is an Equal Opportunity Employer. Disadvantaged Business Enterprises are encouraged to submit proposals and no proposer will be subject to discrimination based on race, color, religion, ancestry, national origin, age, gender, handicap, sexual orientation, veterans status, or other protected class, as identified by law, in consideration of an award of contract.

The Awarding Authority is the Cape Ann Transportation Authority.

PROCUREMENT SCHEDULE

The major milestones of this procurement are as follows:

Advertise Invitation for Bid	October 4, 2024
Availability of Invitation for Bid	October 4, 2024
Deadline for Written Questions	October 18, 2024
Answers to Questions Distributed	October 25, 2024
Bid Due Date	November 1, 2024
Anticipated Award Date	November 15, 2024

SCOPE OF WORK

Cape Ann Transportation Authority (CATA) is requesting Bus Line Inspection Services at Gillig LLC (Gillig) for the manufacture and delivery of four (4) 29' heavy-duty transit buses with the option for up to an additional three (3) 29' heavy-duty transit buses. Assembly of the four buses is projected to take place in May 2025 take place at Gillig's manufacturing facility in Livermore, CA. CATA has yet to place the order with Gillig for additional 29' heavy-duty buses but anticipates doing so by the end of March 2025.

CATA is seeking inspection services to:

- Ensure each bus manufactured conforms to the CATA technical specifications, industry standards, Gillig's quality standards, and compliance with all federal regulations;
- Ensure each bus is built to the highest level of reliability & maintainability;
- Ensure each bus is in full compliance with all FTA regulations stated in 49 CFR 663.37 and Buy America requirements as outlined in 49 CFR 661;
- Represent the CATA by providing an experienced bus production line inspection team to be on-site during the manufacturing process;
- Ensure each bus is free of defects when delivered to the CATA;
- Provide weekly written reports detailing inspection activities, status of each bus, photos, charts, and spreadsheets as appropriate.

TECHNICAL APPROACH

Task 1: Pre-Production Off-Line Activities

Task 2: Production Line Monitoring and Inspection

Task 3: Pre-Delivery Testing

Task 4: Release for Delivery

Task 5: Post Delivery Audit

PROJECT DELIVERABLES

CATA requests all final project documentation upon completion of the inspections. Below is a list of the deliverables to be received by CATA:

- Weekly/Daily reporting
- Post-Delivery Buy America Audit includes:

- Post-delivery certifications
- FMVSS certification
- Configuration audit
- Post-delivery audit checklists
- Copies of weekly inspection communication reports

- Inspection booklets "Blue Books" includes:
  - Inspection forms
  - Signed "Authorization to Ship"
  - Defect sheets
  - Component serial numbers
  - Test result certificates including water test certification, weigh slip, and alignment sheets.

BID REQUIREMENTS

1. The General Bid proposal, contained herein, shall be properly filled out and signed in longhand by the bidder, must be placed in an envelope, sealed and marked "**Bus Line Inspection Services"** and delivered to the Awarding Authority as stated in the Invitation to Bid. One (1) original, with original signatures, and one (1) copy of the bid submission are required.
2. To be entitled to consideration, the proposals for bids must be properly filled out in accordance with General Laws, Chapter 149, Sections 44A to 44L inclusive, including amendments, with particular reference to Section 44B, subsection (2) as amended.
3. No claims for immunity or exceptions predicted upon misunderstanding or failure to correctly interpret the above paragraphs will be allowed.
4. Specifications and bid documents will be available as stipulated in the "Invitation to Bid."
5. Bids must be received by CATA no later than **Friday, November 1, 2024 at 11:00 a.m**. at the following address:

   Cape Ann Transportation Authority
   3 Pond Road
   Gloucester, MA 01930
   Attn: Felicia S. Webb, Administrator

SITE VISIT

Not applicable to this procurement

QUESTIONS

All questions submitted shall be addressed in writing to the CATA Transit Program and Compliance Manager. Questions will be accepted until **Friday, October 18, 2024**. Questions may be hand delivered, mailed, emailed, or faxed.

Eddie Marques, Transit Program & Compliance Manager

Cape Ann Transportation Authority

3 Pond Road

Gloucester, MA 01930

email marquese@canntran.com

fax 978-281-4824

Written responses will be mailed, emailed, or faxed no later than **Friday, October 25, 2024 at 4:00pm**.

The Awarding Authority will be not be responsible for ANY ORAL INSTRUCTIONS.

ADDENDA

Any addenda issued during the time of bidding shall be covered in the Form for General Bid, Form for Sub-Bid, and in closing a Contract; they shall become a part thereof.

ACCEPTANCE OF BIDS

The Awarding Authority reserves the right to reject any or all General Bids if it is in the public interest to do so.

WITHDRAWAL OF BIDS

No Bidder shall withdraw his/her bid for a period of sixty (60) days, Saturdays, Sundays, and legal holidays excluded, after the date set for the opening of General Bids. No Bidder may withdraw his/her bid except as provided for by law.

LATE BIDS

Bids received in the place designated in the IFB after the exact time set for bid opening are considered "late bids". Late bids will not be considered. The only acceptable evidence to establish the time of receipt at the CATA will be the time/date written on the bid wrapper.

AWARD

The award will be made by written notice. The award will be made to the lowest responsible and responsive bidder, price, and other factors affecting price considered. The award will not be made until all required approvals have been obtained.

RESPONSIBLE BIDDER – REASONABLE OF PRICE

Before awarding the contract, the CATA will determine that a prospective contractor is responsible and that the prices offered are reasonable. These determinations will be made in the light of all prevailing circumstances. Prior to award, CATA will verify that the bidder is not suspended, debarred, ineligible, or voluntarily excluded from participation in federally assisted transactions or procurements using the System for Award Management (sam.gov). If CATA becomes aware that an excluded party is participating in a covered transaction, after the award of a contract, CATA will notify the FTA in writing of this information

OUT-OF-STATE BIDDERS

1. Bidders having their place of business outside the Commonwealth of Massachusetts are considered as Foreign Corporations, according to the General Laws, Chapter 181, Section 1, et seq.
2. Each "Out-of-State" General Bidder shall furnish with bid, separate statements verifying compliance with the above requirements.

MASSACHUSETTS SALES TAX

All bidders are advised that this project is exempt from Massachusetts Sales Tax. It shall be the successful bidder's responsibility to obtain the statutory sales tax exemption certificates.

TERMS AND CONDITIONS

1. The CATA, reserves the right to reject any and all proposals for failure to meet the requirements contained herein, to waive any technicalities, and to select the proposal which, in the CATA's sole judgment, best meets the requirements of the project.

2. The CATA creates no obligation on the part of the CATA to award a contract or to compensate the proposer for any costs incurred during the proposal presentation, response, submission, or oral interviews (if held). The CATA reserves the right to award a contract based upon proposals

received without further discussion or negotiation. Proposers should not rely upon the opportunity to alter their Proposal during discussions.

3. Limitation on Funding – The Contract for services resulting from this IFB will be subject to the contract between the CATA and the availability of on-going funds from the Cape Ann Transportation Authority's funding sources. The Contract for this service is contingent upon receipt of these funds by the CATA. In the event that funding from these sources is eliminated or decreased, the CATA reserves the right to terminate the Contract or modify it accordingly.

CATA'S RESERVATION OF RIGHTS AND DISCLAIMERS

1. The CATA is requesting responses to this IFB pursuant to its determination that such a process best serves the interests of the CATA and the general public, and not because of any legal requirement to do so.

2. The CATA shall not be responsible in any manner for any costs associated with responses to this IFB.

3. The CATA reserves the unqualified right, in its sole and absolute discretion, to undertake discussions with one or more Respondents or any third party, to waive any irregularities, to waive defects or noncompliance in the filing or contents of any Proposal, and to proceed with that Proposal, or elements of one or more Proposals, if any, which in its sole judgment will, under the circumstances, best serve the CATA's interest.

4. The CATA reserves the unqualified right to amend the terms of this IFB at any time, and to solicit and accept modifications to any Proposal at any time when it is in the best interest of the CATA to do so.

5. The CATA reserves the unqualified right, in its sole and absolute discretion, to reject any and all Proposals or to suspend or abandon this IFB process at any time, with no recourse for any Respondent.

6. The information contained in this IFB and in any subsequent addenda or related documents is provided as general information only. The CATA makes no representations, warranties, or guarantees that the information contained herein is accurate or complete. The furnishing of such information by the CATA shall not create or be deemed to create any obligation or liability upon it for any reasons whatsoever, and each recipient of the RFP, by submitting a Proposal to the CATA, expressly agrees that it has not relied upon the foregoing information, and that it shall not hold the CATA, or any third party who advised or prepared a report for the CATA, liable or responsible therefore in any manner whatsoever.

7. The CATA reserves the right, in its sole discretion, to develop the project on any schedule and use any chosen approach.

8. Neither the expression of any Respondent's interest, nor the submission of any Respondent's qualifications and any documents or other information, nor the acceptance thereof by the CATA, nor any correspondence, discussions, meetings or other communications between a Respondent and the CATA, nor a determination by the CATA that the Respondent is qualified hereunder, shall: (i) impose any obligation on the CATA to include the Respondent in any such further procedures which the CATA may utilize prior to the final selection of a Respondent, (ii) be deemed to impose any obligation whatsoever on the CATA to select the Respondent, or to enter into negotiations with the Respondent, or (iii) entitle the Respondents to any compensation or reimbursement for any costs or expenses incurred by the Respondent in connection with the Respondent's submission hereunder. No costs of responding to the RFP or any addenda thereto, nor of the attending any subsequent interviews or meetings in connection with this development opportunity, shall be reimbursed by the CATA.

9. The CATA may consult individuals familiar with each Respondent regarding the Respondent's prior operations and development or management projects, financial plan, past performance, experience and qualifications, or other matters, whether or not the specific individuals are identified in the IFB response. Submission of a Proposal in response to this IFB shall constitute permission for the CATA to make such inquiries, and authorization to third parties to respond thereto.

10. The individual responses to this IFB, including all drawings, plans, photos and narrative material shall become the property of the CATA upon their receipt thereof. The CATA will maintain the confidentiality of any material that is provided in response to this IFB and clearly marked "Confidential", to the maximum extent possible, in a manner consistent with applicable law. Given the liberal nature of the Commonwealth's public records law, 9 Respondents should nevertheless be aware that any information given to the CATA in response to this IFB or any correspondence, discussion, meeting, or other communication between the Respondent and the CATA before, with, or after the submission of the response, either orally or in writing, may not be, or may not be deemed to have been, proprietary or confidential.

11. Neither the members of the CATA nor any individual member, nor any officer, agent, or employee thereof shall be charged personally by a Respondent or any third party with any liability or held liable to it under any term or provision of this IFB nor any statement made herein.

12. The CATA reserves the unqualified right, in its sole and absolute discretion, to disqualify any team, firm, or individual form any phase or component of the selection processor this development opportunity, due to: (i) felonious or other criminal record in any jurisdiction (domestic or foreign); (ii) a determination by the CATA that the Respondent has failed to disclose (x) any matter that materially relates to the fitness or ability of the Respondent to perform the work and services associated with this development opportunity, or (y) a conflict of interest; or (ii) a determination that such disqualification would serve the public interest.

13. The CATA reserves the unqualified right to: (1) disqualify any prospective Respondent or reject any response at any time solely on the grounds that a real or perceived legal or policy conflict of interest is presented; (2) require any prospective Respondent to take any action or supply any information necessary to remove the conflict, including without limitation, obtaining an opinion from the State Ethics Commission; or (3) terminate any contract arising out of this IFB if, in the opinion of the CATA, any such relationship would constitute or have the potential to create a real or perceived conflict of interest.

14. Appeals/Protests relative to this Invitation for Bid will be reviewed and adjudicated in accordance with CATA's Procurement Protest Policy. A copy of this procedure is included **as ATTACHMENT B.**

BID DOCUMENTS

Forms begin on subsequent pages.

A complete submission shall consist of the fully prepared and signed forms. Please carefully review **ATTACHMENT A REQUIRED CONTRACT CLAUSES**. Failure to submit the REQUIRED CONTRACT CLAUSES with your bid will result in a non-responsive bid.

Form A-Bid Price Proposal Form and notarized affidavit of Bona Fide Offer

Form B-Background Information

Form C-Statement Re: Beneficial Interest 10 Form D-Non-Discrimination Statement

Form E-Business Plan Statement

Form F-Revenue Enforcement and Protection Certifications

Form G-Employer's Certificate of Compliance with Massachusetts Employment Security law

Certificate of Insurance or Affidavit of coverage of Workman's Compensation Insurance as required by M.G.L. Ch. 152

Form A

Bid Price Proposal

Bus Line Inspection Services

The undersigned agrees to furnish and deliver the service, equipment, and materials as contained in the Invitation for Bid, Bus Line Inspection Services, IFB 2024-09, dated October 4, 2024, and within the time specified and at the prices quoted, which includes transportation costs, customers, duty charges, and other associated charges.

Furnish and Deliver **Bus Line Inspection Services** in strict accordance with the Scope of Work. Bidders are required to quote firm fixed prices.

Bid Pricing:

Per Bus Rate _____

Contract Price _____

In submitting this bid, the undersigned hereby acknowledges that he/she has received and read a copy of CATA's Invitation for Bid, Bus Line Inspection Services, RFP 2024-09, has acquainted himself/herself with all the matters therein referred to, and agrees to all terms and conditions thereof and to any and all conditions thereafter.

SIGNED AND SEALED:

By:

_____

Name

_____ _____

Entity Name Telephone

_____ _____

Street Address Date

_____

City State Zip

AFFADAVIT OF BONA FIDE OFFER

STATE OF: _____ DATE _____

COUNTY: _____

The undersigned, being duly sworn, deposes and says that he/she is the:

_____

SOLE OWNER, PARTNER, PRESIDENT, TREASURER, OR OTHER DULY AUTHORIZED OFFICIAL OF A CORPORATION OR GOVERNMENT AGENCY

Of

_____

NAMES OF BIDDERS APPEARING IN SUBMITTED BID

Submitting a bid for **Bus Line Inspection Services** and certified under penalties of perjury that his bid is in all respects a bona fide, fair, and without collusion or fraud with any other person. As used in this paragraph, the word "person" shall mean any natural persons, joint ventures, partnership, corporation, government, or other legal entity.

Form B

Background Information

Bus Line Inspection Services

Name of Entity _____ Phone _____ Fax _____

Entity Address _____City _____

Entity Federal Tax Identification Number _____

All Entity Owner(s)/Title(s)

_____ SSN _____

_____ SSN _____

_____ SSN _____

Name/Title of Applicant _____

Address _____

Telephone _____

Type of Entity _____

Is Entity a: Corporation (Y) (N) Partnership (Y) (N) Sole Proprietor (Y) (N)

Government Agency (Y) (N)

Length of Time Entity Owned by Applicant(s)

_____

Current Locations and Operating Hours

_____

Have you ever had a prior relationship with CATA as a vendor, employee, contractor, etc?

(Yes) (No)

If so, please elaborate

_____

_____

_____

Have you or any of the Business Entity Owners in this endeavor ever been convicted for violations of federal, State, or local laws? (Yes) (No) If so, please elaborate

_____

_____

Have you, the Entity, or any of the Entity owners ever filed for bankruptcy (Yes) (No) If so, please elaborate

_____

_____

Are there any pending or recent law suits against the Entity, you, or the Entity Owners? (Yes) (No) If so, please elaborate

_____

_____

In the last three years, has your firm, director, or officer engaged in a lawsuit against any former or current client? If so, please list the client and the date of the suit.

_____

_____

References: Five are required; one is your commercial bank account, others are business or personal references

Reference #1 Bank

Name _____ Account # _____
Address _____ Zip Code _____
Contact Person _____ Phone _____

Reference #2

Name _____ Account # _____
Address _____ Zip Code _____
Contact Person _____ Phone _____

Reference #3

Name _____ Account # _____
Address _____ Zip Code _____

Contact Person _____ Phone _____

Reference #4

Name _____ Account # _____

Address _____ Zip Code _____

Contact Person _____ Phone _____

Reference #5

Name _____ Account # _____

Address _____ Zip Code _____

Contact Person _____ Phone _____

I CERTIFY THAT THE STATEMENTS ABOVE OR ANY ATTACHMENTS ARE TRUE. I AUTHORIZE CATA TO OBTAIN CREDIT INFORMATION FROM MY BANK, INSURANCE AGENCY, AND CREDIT REFERENCES.

_____ _____

Applicant's Signature Date

To Whom It May Concern:

I, the undersigned, hereby authorize release to CATA of any and all credit information concerning the individual, business, or organization listed below.

_____

Signature of Applicant

_____

Printed Name of Applicant

_____

Title of Applicant

_____

Print Entity Name

By: _____

Print Name: _____

Title: _____

Date: _____

Form C

Statement re Beneficial Interest Required by Section 40J, Chapter 579 of the Acts of 1980

I am in a position to know who has an interest in _____ (name of business), and I hereby state, under the penalties of perjury, that the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in the property described as follows:

Bus Line Inspection Services

are listed below in compliance with the provisions of Section 40J, of Chapter 579 of the Acts of 1980.

Name and residence(s) of all persons with said beneficial interest:

_____

_____

_____

_____

_____

_____

_____

The undersigned also acknowledges and states that none of the above listed individuals is an official elected to public office in the Commonwealth of Massachusetts, nor an employee of any of the following: (1) the State Division of Capital Asset Management and Maintenance, (2) CATA

Signed under the penalties of perjury:

_____

Print Name

_____

Signature

_____

Date

Form D
Non-Discrimination Statement

Bus Line Inspection Services

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of U.S. DOT-assisted contracts. Failure by the contractor or subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the CATA deems appropriate.

_____	_____	_____
Applicant Name	Applicant Name	Applicant Name
_____	_____	_____
Signature	Signature	Signature
_____	_____	_____
Address	Address	Address
_____	_____	_____
Date	Date	Date

Form E
Business Plan Statement

Bus Line Inspection Services

Provide a comprehensive narrative description of the method to be utilized to complete the project as described in this Invitation for Bid, including the following information: (1) Project Understanding, (2) Technical Approach, and (3) Qualifications and Experience.

The business plan should be realistic. CATA reserves the right to reject any proposal if the plan is inadequate or inaccurate. Use additional pages if necessary.

Form F
Revenue Enforcement and Protection Program Certification

Bus Line Inspection Services

Pursuant to M.G.L. ch. 62 C, Sec. 49A, I certify under penalties of perjury that (my Entity), to my best knowledge and belief, have (has) filed all state tax returns and paid all state taxes required under law.

_____

Social Security Number or
Federal Identification Number

_____

_____

Signature of Individual or Entity Name

By:

Entity/Corporate Officer (if applicable)

Date:

Form G

Employer's Certificate of Compliance with Massachusetts Employee Security Law

Bus Line Inspection Services

Pursuant to G.L.C. 151A, Sec. 19A (b), I _____ on behalf of (Name of Employer) _____, D.E.T. ID Number _____, certify under the penalties of perjury that the aforementioned employer has complied with all the laws of the Commonwealth relating to contributions and payments in lieu of contributions.

Signed under the penalties of perjury the _____ day of _____, 20 _____.

_____
Name of Employer

_____
Signature

_____
Name (Printed)

_____
Title (Printed)

The employer may certify its compliance if it has entered into and is complying with a repayment agreement satisfactory to the Commissioner or there is a pending adjudicatory proceeding or court action contesting the amount due pursuant to G.L.C. 161A Sec. 19A (c).

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Signature _____
Date _____

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REQUIRED CLAUSES, CONTRACT PROVISIONS (updated October 2024)

Please sign and date each page of the Required State and Federal Regulations. <u>All Certifications in this section must be completed and returned.</u>

<u>Inclusion:</u> It is deemed to be understood and acknowledged that any contract which may be awarded and entered into between the Proposer/Bidder and the Cape Ann Transportation Authority (CATA) as a result of this solicitation shall include and incorporate any ADVERTISEMENT OF BID/RFP; THE REQUEST FOR BID/PROPOSAL/QUOTES; THE SPECIFICATIONS; ALL CERTIFICATIONS; ATTESTATIONS; NOTARIZED STATEMENTS; PRICE PROPOSAL FORMS; SERVICE PROPOSAL NARRATIVES; AND ALL ADDENDUM TO THE BID/RFP; AND THE FOLLOWING REQUIRED CLAUSES AND CONTRACT PROVISIONS

<u>Contract Changes</u>: Any proposed change in this contract shall be submitted to the Authority for its prior approval

<u>Interest of Members of or Delegates to Congress:</u> No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.

<u>Prohibited Interest</u>: No member, officer, or employee of the Authority or of a local public body which is a member of the Authority during his/her tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

<u>Notices:</u> Notices to the Authority should be address to: FELICIA WEBB, ADMINISTRATOR, THE CAPE ANN TRANSPORTATION AUTHORITY, 3 POND ROAD, GLOUCESTER, MA 01930. Notices to the successful bidder shall be as indicated in the BID FORM as submitted and signed by the successful BIDDER/PROPOSER

<u>Bid in Effect:</u> This Bid shall remain in effect until sixty (60) days after the bid opening unless otherwise noted in the main bid documents.

1. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR CLAIMS-CIVIL AND CRIMINAL FRAUD

1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 <u>et seq</u> . and U.S. DOT regulations, "Program Fraud Civil

Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

2. BREACHES AND DISPUTE RESOLUTION

Flow Down Requirement. If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220. (1) (2) (3) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements. Additional Notice to U.S. DOT Inspector General. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a 94 criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

Signature _____
Date _____

Disputes Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of CATA's Administrator This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Administrator In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Administrator shall be binding upon the Contractor and the Contractor shall abide be the decision.
Performance During Dispute - Unless otherwise directed by CATA, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.
Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the CATA and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the CATA is located.
Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the CATA, (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

3. NOTICE OF DISPUTES, BREACHES, DEFAULTS, LITIGATION

49 U.S.C. Chapter 53
Notification of Legal Matters – The Federal Transit Administration has a vested interest in the settlement of any violation of federal law, regulation or requirement or any disagreement involving the award of FTA grant proceeds affecting this Agreement and any Amendments thereto. FTA reserves the right to concur in any settlement or compromise.

If a current or prospective legal matter that may affect the Federal Government emerges, under this Agreement the Contractor shall promptly notify CATA provided the underlying contract amount is expected to equal or exceed $25,000. The types of legal matters requiring notification to CATA include, but are not limited to a default, breach, major dispute or litigation or any matter naming the Federal Government as a party to litigation or legal disagreement in any forum for any reason.

The Contractor is also required to include this Notice requirement in each lower tier subcontract associated with this Agreement exceeding $25,000 financed in whole or in part with Federal Assistance provided by FTA.

4. CONFORMANCE WITH NATIONAL ITS ARCHITECTURE

5. ADA ACCESS

6. ASSIGNABILITY CLAUSE

Neither the Cape Ann Transportation Authority nor the contractor shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the other.

Signature _____
Date _____

7. FLY AMERICA REQUIREMENTS

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

8. BUY AMERICA REQUIREMENTS

9. CHARTER BUS REQUIREMENTS

10. SCHOOL BUS REQUIREMENTS

11. CARGO PREFERENCE

.

12. SEISMIC SAFETY

13. ENERGY CONSERVATION

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan, if any, issued in compliance with the Energy Policy and Conservation Act.

14. CLEAN WATER

15. BUS TESTING

16. PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS

17. LOBBYING

18. ACCESS TO RECORDS

The following access to records requirements apply to this Contract:

1. The Contractor agrees to provide the Authority, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Authority, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

19. FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulation, policies, procedures and directives, including without limitation hose listed directly or by reference in the Agreement (Form FTA MA (2) dated October 1995) between Purchased and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

20. BONDING REQUIREMENTS

21. CLEAN AIR

22. RECYCLED PRODUCTS

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

23. DAVIS-BACON

24. COPELAND ANTI-KICKBACK ACT

25. CONTRACT WORK HOURS & SAFETY STANDARDS ACT

Construction

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess

of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - The SRTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Nonconstruction

The Contractor agrees to comply, and assures the compliance of each subcontractor, lessee, third party contractor, and other participant at any tier of the Project, with the employee protection requirements for nonconstruction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 *et seq*., in particular with the wage and hour requirements of section 102 of that Act at 40 U.S.C. § 3702, and with implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provision Applicable to Nonconstruction Contracts Subject to the Contract Work hours and Safety Standards Act)," 29 CFR Part 5.

26. NO OBLIGATION BY THE FEDERAL GOVERNMENT

The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

27. N/A-included in clause #1

28. TERMINATION

a) **Termination for Convenience** The CATA may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to CATA to be paid the Contractor. If the Contractor has any property in its possession belonging to the CATA, the Contractor will account for the same, and dispose of it in the manner the CATA directs; b) **Termination for Default** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the CATA that the Contractor had an excusable reason for not

performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the CATA, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience. c) **Opportunity to Cure** The CATA in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to CATA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from CATA setting forth the nature of said breach or default, CATA shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude CATA from also pursuing all available remedies against Contractor and its sureties for said breach or default. d) **Waiver of Remedies for any Breach** In the event that CATA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by CATA shall not limit CATA 's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract. e) **Termination for Default** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the CATA may terminate this contract for default. The CATA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient. g) **Termination for Default (Transportation Services)** If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the CATA may terminate this contract for default. The CATA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the CATA, protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and CATA shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the CATA. h) **Termination for Default (Construction)** If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the CATA may terminate this contract for default. The CATA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work. The Contractor's right to proceed shall not be terminated nor did the Contractor charge with damages under this clause if-

- The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

- The contractor, within [10] days from the beginning of any delay, notifies the CATA in writing of the causes of delay. If in the judgment of the CATA, the delay is excusable, the time for completing the work shall be extended. The judgment of the CATA shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

Termination for Convenience or Default (Architect and Engineering) The CATA may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The CATA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contact or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

Termination for Convenience of Default (Cost-Type Contracts) The CATA may terminate this contract, or any portion of it, by serving a notice or termination on the Contractor. The notice shall state whether the termination is for convenience of the CATA or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the CATA, or property supplied to the Contractor by the CATA. If the termination is for default, the CATA may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the CATA and the parties shall negotiate the termination settlement to be paid the Contractor. If the termination is for the convenience of the CATA, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a notice of termination for default, the CATA determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the CATA , after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

29. DEBARMENT AND SUSPENSION

If this Contract is valued at $25,000 or greater, it is a covered transaction for purposes of 49 CFR Part 29. As such, Contractor is required to verify that none of Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By accepting this Contract, Contractor is certifying as follows:

1. The certification in this clause is a material representation of fact relied upon by CATA. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to remedies available to CATA, the Federal Government may pursue available remedies, including but not

limited to suspension and/or debarment. Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C throughout the period of this Contract.

2. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

30. PRIVACY ACT

31. CIVIL RIGHTS REQUIREMENTS

1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:
   a. **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq* ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
   b. **Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
   c. **Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3) **Title VI Compliance-**During the performance of this contract, the proposer, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

a. **Compliance with Regulations**-The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

b. **Nondiscrimination**-The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, color, sex, age, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

c. **Information and Reports**-The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FEDERAL TRANSIT ADMINISTRATION (FTA) to be pertinent and normally appropriate to this form of solicitation in order to ascertain compliance with such Regulations, orders, and instruction. Where any information is required or a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Recipient or the FEDERAL TRANSIT ADMINISTRATION , as appropriate, and shall set forth what efforts it has made to obtain the information.

d. **Sanctions for Noncompliance**-In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the FEDERAL TRANSIT ADMINISTRAION may determine to be appropriate, including, but not limited to (a) cancellation, termination, or suspension of the contract, in whole or in part. 6) Incorporation of Provisions: The contractor shall include the provisions of paragraph 1) through 6) of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

4) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

32. BREACHES AND DISPUTE RESOLUTION

33. PATENT RIGHTS

34. RIGHTS IN DATA AND COPYRIGHTS

35. TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS

36. DISADVANTAGED BUSINESS ENTERPRISES

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.* The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. **The agency's overall goal for DBE participation is 4.75 %.** A separate contract goal has not been established for this procurement.

Signature _____
Date _____

b. The contractor, sub recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Cape Ann Transportation Authority deems appropriate which may include, but is not limited to withholding monthly progress payments, assessing Sanctions, liquidated Damages, or disqualifying the contract from future bidding as non-responsible. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
c. The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
d. Prompt Payment: The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the Cape Ann Transportation Authority. In addition, the contractor may not hold retainage from its subcontractors.
e. The contractor must promptly notify the Cape Ann Transportation Authority whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Cape Ann Transportation Authority.

37. DRUG AND ALCOHOL TESTING

38. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any CATA requests which would cause CATA to be in violation of the FTA terms and conditions.

39. TVM CERTIFICATION

40. METRIC REQUIREMENTS

As required by U.S. DOT or FTA, CATA agrees to use the metric system of measurement in its Project activities, pursuant to the Metric Conversion Act, as amended by the Omnibus Trade and Competitiveness Act, 15 U.S.C. §§ 205a et seq.; Executive Order No. 12770, "Metric Usage in Federal Government Programs," 15 U.S.C. § 205a note; and other U.S. DOT or FTA regulations, guidelines, and policies. To the extent practicable and feasible, the CATA agrees to accept products and services with dimensions expressed in the metric system of measurement.

41. NOTIFICATION OF FEDERAL PARTICIPATION

Signature _____
Date _____

INVITATION FOR BID (IFB) 2024-09
Bus Line Inspection Services
CERTIFICATION OF ELIGIBILITY TO BID OR PROPOSE

_____hereby certifies that it is not included on the U.S. Comptroller
(Name of Proposer)
General's Debarred Bidders List.

Signature of Authorized official:_____

Firm:_____

The Proposer further certifies to the best of its knowledge and belief that it and its principals

A Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. Have not within a three (3) year period preceding this Proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction, violation of Federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property.

B Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, state or local) with commission of, any of the offenses enumerated in Paragraph B of this certification.

C Have not within a three (3) year period preceding this Proposal had any public transactions (federal, state or local) terminated for cause or default.

Where the Proposer is unable to certify to any of the statements in this Certification, such Proposer shall attach an explanation to this Proposal.

(Check One)

_____ I DO CERTIFY _____ I DO NOT CERTIFY

DATE: _____

SIGNATURE: _____

NAME & TITLE: _____

Signature _____
Date _____

Bid Protest Procedure

Part I: CATA Procedures

General

Protests will only be accepted by the CATA from prospective bidders or offerors whose direct economic interest would be affected by the award of the contract or refusal to award a contract. The CATA will consider all such protests, whether submitted before or after the award of a contract. All protests must be in writing and conform to the following requirements:

1. Be concise and legally arranged.
2. Provide name, address and telephone numbers of protestors.
3. Identification of the solicitation or contract number.
4. Provide a clear and detailed statement of the legal and factual grounds of the protest including copies of all relevant documents.
5. A statement as to what relief is requested.

A. PROTEST BEFORE AWARD

General

Protest before award must be submitted within the time frame as specified below. If the written protest is not received by the time specified, the bid or evaluation process shall continue.

Protest Before Bid Opening

Protest addressing the adequacy of the Invitation to Bid, RFP's, including the pre-award procedure, the Instruction to Bidders, General terms and conditions, specifications and scope of work must be filed with the CATA not less than seven (7) full working days before bid opening. Thereafter, all issues and appeals are deemed waived by all interested parties.

Upon receipt of the written protest the CATA will determine if the bid opening should be postponed. If the bid opening is postponed, the CATA will immediately contact prime contractors and subcontractors who have been furnished a copy of the specifications that a protest has been filed and the bid opening is postponed until a final decision is issued. Any appropriate addenda will be issued regarding a rescheduling of the bid opening. Any protest may be withdrawn at any time before the CATA has issued its decision.

Protest After Bid Opening

A protest of a decision of the CATA to award a contract to a prime contractor or a subcontractor must conform to A. above and be received by the CATA within ten (10) full working days of its decision. Thereafter, such issues are deemed waived by all interested parties.

In addition, when a protest against the making of an award is received and the CATA determines to withhold the award pending disposition of the protest, the bidders whose bids might become eligible for award shall be requested, before expiration of the time for acceptance of their bids, to extend the time for acceptance (with the consent of sureties, if any) to avoid the need for readvertising.

When a written protest against making of an award is received, the award shall not be made until five (5) days after the matter is resolved. The CATA may, however, proceed to make an award is it determines that:

a) The items to be procured are urgently requested, or;
b) Delivery of performance will be unduly delayed by failure to make the award promptly, or;
c) Failure to make a prompt award would otherwise cause undue harm to the CATA, the Commonwealth of Massachusetts or the Federal Government.

In the event that the CATA determines that an award is to be made during the five day period or during the pendency of a protest, the FTA will be notified prior to the making of an award. FTA reserves the right not to participate in such procurements.

If an award is made, the appropriate documents will be prepared to explain the need for the award with notice going to the protestor and other concerned parties.

B. PROTEST AFTER AWARD

Protest against an award must be filed with the CATA within five full working days immediately following the award. This protest shall conform to the requirements of A. above. Thereafter, such issues are deemed waived by all interested parties.

Although the number of persons involved in or affected by the filing of a protest may be limited to instances where an award has been made, the contractor shall be furnished with the notice of protest and related information. Also, if it appears that the award may be invalidated and a delay in receiving the supplies or service is not prejudicial to CATA's interest, the CATA shall consider a mutual agreement with the contractor to suspend performance on a no-cost basis.

C. CATA's DECISION ON THE PROTEST

The CATA shall render its decision in writing within fourteen (14) working days from the receipt of the written protest and shall provide notice of this decision to all interested parties.

Following an adverse decision by the CATA, the protestor may file a protest with the Federal Transit Administration (FTA).

PART II:FTA REVIEW OF PROTEST

FTA will only review protest regarding the alleged failure of the CATA to have written protest procedures or alleged failure to follow such procedures.

Alleged violations on other grounds are under the jurisdiction of the appropriate State or Local administrative or judicial authorities. Alleged violations of a specific Federal requirement that provides an applicable complaint procedure shall be submitted and processed in accordance with that Federal regulation. See, e.g. Buy America Requirements, 49 CFR Part 661 (Section 661.15); Participation by Minority Business Enterprise in Department of Transportation Programs, 49 CFR Section 23.73.

FTA will only review protests submitted by an interested party as defined in paragraph B. below.

A. REMEDY

FTA's remedy for CATA's failure to have written protest procedures or failure to follow such procedures is limited to requiring the CATA to develop such procedures, if necessary, and follow such procedures in reviewing the protest at issue, if the CATA desire FTA financial participation in the contract in question. In instances where CATA has awarded to another bidder or offeror prior to FTA's decision on the protest, the FTA may refuse to participate in funding the contract.

B. DEFINITION

For the purpose of this Bid Protest Procedures, the following definitions apply:

a. "Days" refers to working days of the Federal Government.
b. "File" or "Submit" refers to the date of receipt by FTA.
c. "Interested Party" means an actual or prospective bidder or offeror whose direct economic interest would be affected by the award of the contract or by failure to award the contract.
d. "Bid" includes the term "Offer" or "Proposal" as used in the context of negotiated procurements.

C. TIME FOR FILING

a. Protestors shall file a protest with FTA not later than five (5) days after a final decision is rendered under the CATA's protest procedure. In instances where the protestor alleges that the CATA failed to make a final determination on the protest, protestors shall file a protest with FTA not later than five (5) days after

the protestor knew or should have known of the CATA's failure to render a final determination on the protest.

b. CATA shall not award a contract for five (5) days following its decision on a bid protest except in accordance with the provisions and limitations of subparagraph G. After five days the CATA shall confirm with FTA that FTA has not received a protest on the contract in question.

D. SUBMISSION OF PROTEST TO FTA

a. Protest should be filed with the appropriate FTA Regional Office with a concurrent copy to the CATA.
b. The protest filed with FTA shall:
   (1) Include the name and address of the protestor.
   (2) Identify the CATA, project number, and the number of the contract solicitation.
   (3) Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to follow protest procedures or the alleged failure to have procedures and be fully supported to the extent possible.
   (4) Include a copy of the local protest filed with the CATA and copy of the CATA's decision, if any.

E. CATA RESPONSE

a. FTA shall notify the CATA in a timely manner of the receipt of a protest. FTA shall instruct the CATA to notify the contractor of the protest if award has been made or, if no award has been made, to notify all interested parties. The CATA shall instruct all who received such notice that they may communicate further directly with FTA.
b. The CATA shall submit the following information not later than ten days after receipt of notification by FTA of the protest:
   (1) a copy of the CATA's protest procedures;
   (2) a description of the process followed concerning the protestor's protest; and
   (3) any supporting documentation.
c. The CATA shall provide the protestor with a copy of the above submission.

F. PROTESTOR COMMENTS

The protestor must submit any comments on the CATA's submission not later than ten days after the protestor's receipt of CATA's submission.

G. WITHHOLDING OF AWARD

When a protest has been timely filed with the CATA before award, the CATA shall not make an award prior to five (5) days after the resolution of the protest, or if a protest has been filed with FTA during the pendency of that protest, unless the CATA determines that:

a. The items to be procured are urgently required;
b. Delivery or performance will be unduly delayed by failure to make the award promptly; or,
c. Failure to make prompt award will otherwise cause undue harm to the CATA of the Federal Government.

In the event that the CATA determines that the award is to be made during the five day period following the local protest decision or the pendency of a protest, the CATA shall notify FTA prior to making such award. FTA will not review the sufficiency of the CATA's determination to award during the pendency of a protest prior to FTA bid protest decision. FTA reserves the right not to participate in the funding of any contract awarded during the pendency of a protest.

H. FTA ACTION

Upon receipt of the submission, FTA will either request further information or a conference among the parties, or will render a decision on the protest.